

SAMAN F. KHOURY  
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 Plaintiff Pro Se

CLERK  
 U.S. DISTRICT COURT  
 DISTRICT OF NEW JERSEY  
 2024 JUN 17 A 10:00

Saman Khoury	}	<b>United States District Court</b>
Plaintiff	}	District of New Jersey
v.	}	
	}	Civil Action No.
Engine and Transmission World LLC,	}	
DBA Southwest Engines or SWEngines.com	}	Complaint
Defendant	}	

1. Defendant is in the business of interstate and international sales of used engines with a warranty covering parts and labor on **"all internal"** engine parts.
2. On or about 7 September 2021, Plaintiff purchased a used engine from the defendant. Said engine came with a fifty-thousand (50,000) mile or five (5) year warranty. Furthermore, on or about 19 April 2024, defendant conceded before the Wisconsin Department of Agriculture, Trade and Consumer Protection, hereinafter known as "Wisconsin", "The State" or "State Government" and the Wisconsin based Better Business Bureau, hereinafter known as the "BBB" that "The engine warranty covers "all internals".
3. Defendant's used engine was installed at 91,871 miles. At 125,916 miles the internal engine part industrially known as the **timing chain** failed. It rendered the vehicle inoperable and required replacement. Five (5) years from the date of purchase is 7 September 2026. The engine failure occurred on or about March 2024. Fifty thousand (50,000) miles from the installation mileage is 141,871. The engine plaintiff purchased from defendant is within the warranty time duration and mileage allotment.

US District Court Complaint  
Khoury v Engine & Transmission World, LLC

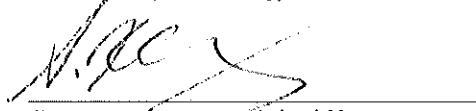
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4. Defendant NEVER responded to repair facility, therefore, on or about 29 March 2024, repair shop called defendant. Defendant then advised the repair facility that plaintiff's claim has been "voided" / denied because "timing chains required to be replaced at time of engine replacement".

5. On or about the end of March 2024, plaintiff specifically asked defendant where within the four corners of his written warranty is the replacement of the timing chain at installation is it mandated. Plaintiff further requested to speak upper management. Plaintiff's pleas were ignored entirely, including plaintiff's written communication.

**Wherefore,** plaintiff seeks judgment against defendant enforcing the terms of the engine warranty plus court costs and attorney fees and/or whatever this Honorable Court deems just and proper together with pre and post judgment interest.

Dated: 17 June 2024

  
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Saman Khoury, Plaintiff Pro se

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